

A. G. Contract No. KR93-2304-TRN
JPA No.: 93-117
ECS File No.: 94-17
TRACS No: H 365/901C
Section: Clifton Ranger Station
Item No.: 706

**AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
UNITED STATES DEPARTMENT OF AGRICULTURE
APACHE-SITGREAVES NATIONAL FOREST**

THIS AGREEMENT is entered into 22 September, 1993, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the UNITED STATES OF AMERICA, acting by and through its DEPARTMENT OF AGRICULTURE, APACHE-SITGREAVES NATIONAL FOREST, (the "Forest Service").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The Forest Service is empowered by Title 16 United States Code 532-538, Title 23 United States Code 205, and the Interior and Related Agencies Act, P.L. 102-154, to enter into this agreement and has resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the Forest Service.

3. The purpose of this agreement is to provide a mechanism for the Forest Service and the State to share in planning and funding roadwork related projects that will improve the safety of the traveling public and roadside enhancement, along and adjacent to, State Highway 191/666 in the vicinity of the Forest Service Clifton Ranger Station, a designated State of Arizona and Federal Scenic Byway.

NO. 18035
FILED WITH SECRETARY OF STATE
Date Filed 09/22/93
Richard Mahoney
Secretary of State
By Heather Mahoney

4. It is the desire of the State and the Forest Service to improve the planning and effectiveness of accomplishing future work projects directly related to maintenance and management of State and Federal Scenic Byways, to include but not limited to, improvement of sight distance, drainage, lessening of rock fall potential, shoulder widening and other safety improvements.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The Forest Service will:

a. Provide to the State for certain actual expenses not to exceed that shown in the Financial Plan, Attachments "A" and "B", attached hereto and made a part hereof. Make payment for it's share of project costs prior to actual work. Actual expenditures against these funds will be supported by invoices, obligation reports, or other means, and forwarded to Frank Hayes, District Ranger at the Clifton District Office.

b. Support the project(s) with on-site visits with appropriate State personnel explaining and discussing specific project objectives, design instruction, and additional on-site supervision as necessary to complete the project to desired results of both parties.

c. Provide briefings and photos for publication in local and regional news media options.

d. Where available and appropriate, provide materials for projects such as fill, landscaping timbers, vegetation, or seed.

e. Provide the State, through an authorized representative, access to examine records and accounts pertaining to these projects.

2. The State will:

a. Provide labor through the State's Maintenance Org 4232, the necessary equipment and materials to complete the project(s), as outlined in an annual cooperative operating plan and funded as itemized in the Financial Plans, Exhibit "A" and "B".

b. Provide transaction accounting registers or obligation reports to verify individual expenditures of programmed funds, for both the Forest Service and the State.

c. Provide work plans for projects in sufficient detail to provide the Forest Service categories of costs for materials, salary, equipment.

d. Oversee construction of site-specific projects.

e. Provide the Forest Service, through an authorized representative, access to examine records and accounts pertaining to these projects.

3. The Forest Service and the State agree that:

a. The projects will be subject to Board approval and dependent upon the availability of funds, due to the project(s) not being in the 5-year Program.

b. If the State's Maintenance Org 4232 is unable to complete the work, the State will call for bids and award one or more construction contracts. Administer same and make all payments to the contractor. Be responsible for any contractor claims for extra compensation due to delays or whatever reason attributable to State.

c. The Forest Service will be responsible for any contractor claims for extra compensation due to delays or whatever reason attributable to the Forest Service.

d. Each party will maintain liability within their authority.

e. Both parties will arrange for continuing discussions on terms covered by this agreement, and agree to actions necessary to implement and further the goals of the project.

f. All improvements placed on Forest Service lands outside State right of way, shall become the property of the Forest Service. All improvements placed within the State right of way thereupon become the property of the State.

g. Any monies that are payable from the Forest Service under this agreement to any person or legal entity not an agency or subdivision of the State or local government, may be subject to administrative offset for the collection of any debt the person or legal entity owes to the Forest Service. Information on the person's or legal entity's responsibility for a commercial debt owed the Forest Service shall be disclosed to the consumer or commercial credit reporting agencies.

h. This agreement in no way restricts the Forest Service from participating with other public or private agencies, organizations, and individuals or from accepting contributions and gifts for the improvement, development, administration, operation, and construction of facilities along the Scenic Byway, with exception where jurisdiction of the State applies to standards for safety of ingress and egress from State Highway 191.

i. The work under this agreement shall be completed no later than September 30, 1995.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said project(s) and payment as shown on Exhibits "A" and "B"; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

2. Nothing herein shall be construed as obligating the Forest Service to expend or as involving the United States in any contract or other obligation for the future payment of money in excess of appropriations authorized by law and administratively allocated for this work.

3. No member of, or delegate to, Congress or Resident Commissioner shall be admitted to any share or part of this agreement, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.

4. This agreement may be revised as necessary by mutual consent of both parties, by the issuance of a written amendment, signed and dated by both parties.

5. The cooperator shall comply with Title VI of the Civil Rights Act of 1964, that no person in the United States shall, on the ground of race, color, handicap or national origin, be excluded from participation, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the recipient receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement.

6. This agreement shall become effective upon filing with the Secretary of State.

7. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

8. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

9. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

10. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

U.S. Department of Agriculture
Forest Service
Apache-Sitgreaves National Forest
P. O. Box 640
Springerville, AZ 85938

11. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

UNITED STATES DEPARTMENT OF
AGRICULTURE, APACHE-SITGREAVES
NATIONAL FOREST

STATE OF ARIZONA
Department of Transportation

By *J. C. Be Dell* 9/20/93
JOHN C. BEDELL Date
Forest Supervisor

By *Robert P. Mickelson* 9/21/93
ROBERT P. MICKELSON Date
Deputy State Engineer

FINANCIAL PROJECT PLAN for Agreement No.

SCENIC BYWAY ENHANCEMENT AND ROAD MAINTENANCE PROJECTS
ON CLIFTON RANGER DISTRICT
APACHE-STIGREAVES NATIONAL FOREST

FOREST SERVICE CONTRIBUTION			
	FS	STATE	TOTAL
SALARIES/	\$ -0-	\$ 3000.00	\$ 3000.00
TRAVEL	\$ 0-	\$ 0-	\$ -0-
MATERIALS	\$ 0-	\$ 685.00	\$ 685.00
EQUIPMENT	\$ -0-	\$ 2315.00	\$ 2315.00
TOTAL DIRECT COST	\$ -0-	\$ 6000.00	\$ 6000.00
ADD: INDIRECT COST	\$ n/a		\$ n/a
TOTAL FS CONTRIBUTION			\$ 6000.00
STATE CONTRIBUTION			
SALARIES	\$ -0-	\$ 3000.00	\$ 3000.00
TRAVEL	\$ -0-	\$ -0-	\$ -0-
MATERIALS	\$ -0-	\$ 685.00	\$ 685.00
EQUIPMENT	\$ -0-	\$ 2315.00	\$ 2315.00
TOTAL DIRECT COST	\$ -0-	\$ 6000.00	\$ 6000.00
ADD: INDIRECT COST		\$ n/a	\$ n/a
TOTAL CHALLENGER CONTRIBUTION			\$ 6000.00
PROJECT TOTAL-PHASE 1			
Total FS Share	50	% of Total Value	
State Share	50	% of Total Value	\$ 12,000.00

1/ Estimated Payment to Challenger

Prepayment will be made to State for estimated costs of project work, but obligation and actual expenditure records will be needed to verify project costs.

SCENIC BYWAY ENHANCEMENT AND ROAD MAINTENANCE PROJECTS
ON CLIFTON RANGER DISTRICT
APACHE-STIGREAVES NATIONAL FOREST

FINANCIAL PROJECT PLAN for

FOREST SERVICE CONTRIBUTION

	FS	STATE	TOTAL
SALARIES/	\$ -0-	\$ 1750.00	\$ 1750.00
TRAVEL	\$ 0-	\$ 0-	\$ -0-
MATERIALS	\$ 0-	\$ 1200.00	\$ 1200.00
EQUIPMENT	\$ -0-	\$ 1650.00	\$ 1650.00
TOTAL DIRECT COST	\$ -0-	\$ 4600.00 1/	\$ 4600.00
ADD: INDIRECT COST	\$ n/a		\$ n/a

\$ 4600.00

TOTAL FS CONTRIBUTION

STATE CONTRIBUTION

SALARIES	\$ -0-	\$ 1750.00	\$ 1750.00
TRAVEL	\$ -0-	\$ -0-	\$ -0-
MATERIALS	\$ -0-	\$ 1200.00	\$ 1200.00
EQUIPMENT	\$ -0-	\$ 1650.00	\$ 1650.00
TOTAL DIRECT COST	\$ -0-	\$ 4600.00	\$ 4600.00
ADD: INDIRECT COST		\$ n/a	\$ n/a

\$ 4600.00

TOTAL CHALLENGER CONTRIBUTION

\$ 9,200.00

PROJECT TOTAL-PHASE 1

Total FS Share	50	% of Total Value
State Share	50	% of Total Value


1/ Estimated Payment to Challenger

Prepayment will be made to State for estimated costs of project work, but obligation and actual expenditure records will be needed to verify project costs.

RESOLUTION

BE IT RESOLVED on this 31st day of August 1993, that I, the undersigned, LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interest of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the United States Department of Agriculture Apache-Sitgreaves National Forest, for the purpose of defining their respective responsibilities relating to promoting and providing safe and enjoyable travel along and adjacent to State Highway 191/666 in the vicinity of the Forest Service Clifton Ranger Station, a designated State of Arizona and Federal Scenic Byway.

THEREFORE, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Deputy State Engineer for approval and execution.

A handwritten signature in dark ink, appearing to read 'L. S. Bonine', is written over a horizontal line.

LARRY S. BONINE, Director
Arizona Department of
Transportation



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE : 542-5025
TELECOPIER : 542-4085


INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR93-2304-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 22nd day of September, 1993.

GRANT WOODS
Attorney General



JAMES R. REDPATH
Assistant Attorney General
Transportation Section

AMENDMENT

EXHIBIT B

For

AGREEMENT BETWEEN

STATE OF ARIZONA

AND

UNITED STATES DEPARTMENT OF AGRICULTURE

APACHE-SITGREAVES NATIONAL FOREST

This Amendment to Exhibit B covers cooperative work planned and funded through execution of JPA Agreement 93-117 for betterment and enhancement of mutually beneficial projects along the Coronado Trail Scenic Byway (State Highway 191), approved in September, 1993.

UNITED STATES DEPARTMENT OF
AGRICULTURE, APACHE-SITGREAVES
NATIONAL FOREST

STATE OF ARIZONA
Department of Transportation

By John C. Bedell 4/5/94
JOHN C. BEDELL Date
Forest Supervisor

By Robert P. Mickelson 4/18/94
ROBERT P. MICKELSON Date
Deputy State Engineer

EXHIBIT B -PHASE 2
FS Fiscal Year 1994- State Fiscal Year 1994

Mgt. Code 182222

FINANCIAL PROJECT PLAN for Agreement No. JPA 93-117
TRAČS No.3655
SCENIC BYWAY ENHANCEMENT AND ROAD MAINTENANCE PROJECTS
ON CLIFTON RANGER DISTRICT
APACHE-STIGREAVES NATIONAL FOREST

FOREST SERVICE CONTRIBUTION

	FS	STATE	TOTAL
SALARIES/	\$ <u>-0-</u>	\$ <u>4400.00</u>	\$ <u>4400.00</u>
TRAVEL	\$ <u>0-</u>	\$ <u>0-</u>	\$ <u>-0-</u>
MATERIALS	\$ <u>0-</u>	\$ <u>3400.00</u>	\$ <u>3400.00</u>
EQUIPMENT	\$ <u>-0-</u>	\$ <u>1700.00</u>	\$ <u>1700.00</u>
TOTAL DIRECT COST	\$ <u>-0-</u>	\$ <u>9500.00</u> 1/	\$ <u>9500.00</u>
ADD: INDIRECT COST	\$ <u>n/a</u>		\$ <u>n/a</u>

TOTAL FS CONTRIBUTION \$ 9500.00

STATE CONTRIBUTION

SALARIES	\$ <u>-0-</u>	\$ <u>4400.00</u>	\$ <u>4400.00</u>
TRAVEL	\$ <u>-0-</u>	\$ <u>-0-</u>	\$ <u>-0-</u>
MATERIALS	\$ <u>-0-</u>	\$ <u>3400.00</u>	\$ <u>3400.00</u>
EQUIPMENT	\$ <u>-0-</u>	\$ <u>1700.00</u>	\$ <u>1700.00</u>
TOTAL DIRECT COST	\$ <u>-0-</u>	\$ <u>9500.00</u>	\$ <u>9500.00</u>
ADD: INDIRECT COST		\$ <u>n/a</u>	\$ <u>n/a</u>

TOTAL CHALLENGER CONTRIBUTION \$ 9500.00

PROJECT TOTAL-PHASE 1 \$ 19,000.00

Total FS Share	<u>50</u>	% of Total Value
State Share	<u>50</u>	% of Total Value

1/ Estimated Payment to Challenger

Prepayment will be made to State for estimated costs of project work, but obligation and act
expenditure records will be needed to verify project costs.